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NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

CATHY A. CATTERSON
U.S. COURT OF APPEALS

PETER HOIRUP; YOLANDA HOIRUP,
husband and wife,

Plaintiffs - Appellants,

v.

ALASKA AIRLINES, INC., a Washington
corporation,

Defendant - Appellee.

No. 02-35527

D.C. No. CV-01-01845-JCC

MEMORANDUM*

Appeal from the United States District Court
for the Western District of Washington
John C. Coughenour, Chief Judge, Presiding

Argued and Submitted September 10, 2003
Seattle, Washington

Before: THOMPSON, HAWKINS, and BERZON, Circuit Judges.

Peter Hoirup appeals the district court's summary judgment in favor of Alaska Airlines. After Alaska Airlines discharged Hoirup for suspected theft of company property, he successfully sought arbitration pursuant to a collective bargaining agreement ("CBA"), and was ordered reinstated with backpay. Hoirup then filed suit seeking additional remedies under Washington state law. The district

court concluded that his state law claims were preempted by the Railway Labor Act (“RLA”), 45 U.S.C. § 151. We have jurisdiction pursuant to 28 U.S.C. § 1291, and we affirm.

The RLA, which applies to the airline industry, preempts state law claims that are predicated upon the violation of a CBA.¹ *Int’l Brotherhood of Elec. Workers v. Hechler*, 481 U.S. 851, 859-62 (1987); *Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 218 (1985). An employee “covered by a collective-bargaining agreement is permitted” under the RLA, however, “to assert legal rights *independent* of that agreement, including state-law contract rights, so long as the contract relied upon is *not* a collective-bargaining agreement.” *Caterpillar v. Williams*, 482 U.S. 386, 396 (1987); *see also Livadas v. Bradshaw*, 512 U.S. 107, 116, 122-23 (1994).

As the district court correctly concluded, Hoirup’s state law claims are predicated upon his wrongful termination under the CBA. Absent the applicable provisions of the CBA, he could have been terminated without cause. *Thompson v. St. Regis Paper Co.*, 685 P.2d 1081, 1084 (Wash. 1984) (under Washington law, absent a contract, statute, or public policy to the contrary, employees may be terminated “at will”). The CBA provides the remedies for a wrongful termination.

¹ The standard used in cases under the Labor Management Relations Act is applicable to cases covered by the RLA. *Hawaiian Airlines v. Norris*, 512 U.S. 246, 260 (1994).

Hoirup's state law claims for additional remedies are preempted. *Lueck*, 471 U.S. at 211, 218; *see also Union Pac. R.R. Co. v. Sheehan*, 439 U.S. 89, 94-95 (1978).

AFFIRMED.